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0900222055

Doc#: 0900222055 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 01/02/2009 10:56 AM Pg: 1 of 6

UCC FINANCING STATEMENT AMENDMENT
FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Phone (800) 331-3282 Fax (818) 662-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Mailing Address) 16804 WELLS FARGO MU

CT Lien Solutions
P.O. Box 29071
Glendale, CA 91209-9071

16702584

IL IL
FIXTURE

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1a. INITIAL FINANCING STATEMENT FILE #
0410532101 04/14/04 CC IL Cook+

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. **ASSIGNMENT** (full or partial): Give name of assignee in item 7a or 7b and address of assignee in 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.
 CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c.
 DELETE name: Give record name to be deleted in item 6a or 6b.
 ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable)

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME
DAMEN COURT ASSOCIATES LP

OR

6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. SEE INSTRUCTION ADD'L INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.
Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

Parcel ID: 17-18-118-001, 17-18-118-002 17-18-118-003 17-18-118-004 17-18-118-005 17-18-118-006 17-18-118-007
17-18-118-008 17-18-118-009 17-18-118-010 17-18-118-011 17-18-118-012 17-18-118-013 17-18-118-014 17-18-118-015
17-18-118-016 17-18-118-017 17-18-118-018 17-18-118-019 17-18-118-020 17-18-118-021 17-18-118-022 17-18-118-023
17-18-118-024 17-18-118-025 17-18-118-026 17-18-118-027 17-18-118-028 17-18-119-013

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
WELLS FARGO BANK, NATIONAL ASSOCIATION G.N.M.A.

OR

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. **OPTIONAL FILER REFERENCE DATA**
16702584 Debtor Name: Damen Court Associates LP Damen Court Apartments 007132143

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MY
P6
Se 10 20
H 27

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UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)

0410532101 04/14/04 CC IL Cook+

12. NAME of PARTY AUTHORIZING THIS AMENDMENT (same as Item 9 on Amendment form)

12a ORGANIZATION'S NAME

WELLS FARGO BANK, NATIONAL ASSOCIATION G. same as item 9.

OR

12b INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

13. Use this space for additional information

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Description: *Addt. Tax Parcel IDs: 17-18-118-002 17-18-118-003 17-18-118-004 17-18-118-005 17-18-118-006 17-18-118-007
17-18-118-008 17-18-118-009 17-18-118-010 17-18-118-011 17-18-118-012 17-18-118-013 17-18-118-014 17-18-118-015
17-18-118-016 17-18-118-017 17-18-118-018 17-18-118-019 17-18-118-020 17-18-118-021 17-18-118-022 17-18-118-023
17-18-118-024 17-18-118-025 17-18-118-026 17-18-118-027 17-18-118-028 17-18-119-013. Parcel ID: 17-18-118-001 *Additional
Parcel #

Property of Cook County Clerk's Office

51
11
26
9

UNOFFICIAL COPY**EXHIBIT "A"****Legal Description**

PARCEL 1: LOT 3 (EXCEPT THE NORTH 37 FEET THEREOF), THE NORTH HALF OF LOT 9 AND ALL OF LOTS 4, 5, 6, 7, 10 AND 11 IN BLOCK 3 IN OWSLEY'S SUBDIVISION OF THE EAST HALF OF THE NORTH EAST QUARTER OF THE NORTH WEST QUARTER OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH LOT 1 IN WILSON'S SUBDIVISION SOUTH OF AND ADJOINING THERETO.

LOTS 1 TO 12 INCLUSIVE IN THE RESUBDIVISION OF LOTS 1, 2, 12, 13, 14 AND THE NORTH 37 FEET OF LOT 3 IN BLOCK 3 IN OWSLEY'S SUBDIVISION AFORESAID.

ALL OF THE NORTH-SOUTH AND EAST-WEST VACATED ALLEYS FURTHER DESCRIBED AS ALL OF THE ALLEYS IN THE BLOCK BOUNDED BY WEST ADAMS STREET, WEST JACKSON BOULEVARD, SOUTH SEELEY AVENUE AND SOUTH DAMEN AVENUE VACATED BY ORDINANCE PASSED APRIL 23, 1941 AND RECORDED APRIL 25, 1941 AS DOCUMENT 12667268.

LOTS 1 TO 9 INCLUSIVE (BEING ALL THE LOTS) AND ALLEY FOR THE USE OF OWNERS OF LOTS IN THIS SUBDIVISION ONLY (WHICH ALLEY WAS VACATED BY INSTRUMENT RECORDED APRIL 11, 1924 AS DOCUMENT 8359301) IN WILLIAM LAWRENCE'S SUBDIVISION, BEING A SUBDIVISION OF LOT 46 OF E. SMITH'S SUBDIVISION, AND LOT 8 AND THE SOUTH HALF OF LOT 9 IN BLOCK 3 IN OWSLEY'S SUBDIVISION AND THE 3 FEET, MORE OR LESS, LYING BETWEEN SAID LOTS 8 AND 46, ALL IN THE EAST HALF OF THE EAST HALF OF THE NORTH WEST QUARTER OF SECTION 18 AFORESAID.

LOT 45 (EXCEPT PART, IF ANY, TAKEN FOR JACKSON BOULEVARD), IN ELIJAH SMITH'S SUBDIVISION OF A 5 ACRE TRACT IN THE SOUTH HALF OF THE EAST HALF OF THE NORTH WEST QUARTER OF SECTION 18 AFORESAID.

PARCEL 2: THE SOUTH HALF OF LOT 2 AND ALL OF LOTS 3 TO 17 INCLUSIVE (EXCEPT THAT PART OF LOTS 10 AND 11 TAKEN FOR STREET BY DEED RECORDED MAY 20, 1898 AS DOCUMENT 2684289) IN BLOCK 4 IN OWSLEY'S SUBDIVISION AFORESAID.

PARCEL 3: LOTS 1 TO 8 INCLUSIVE IN J.L. SPROGLE'S SUBDIVISION OF LOT 1 AND THE NORTH HALF OF LOT 2 IN BLOCK 4 OF OWSLEY'S SUBDIVISION AFORESAID.

PARCEL 4: ALL OF THE EAST-WEST 12 FOOT ALLEYS (2) AND THE NORTH-SOUTH, 13 FOOT ALLEY AS LAID OUT IN BLOCK 4 IN OWSLEY'S SUBDIVISION AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 5: ALL OF SEELEY AVENUE LYING BETWEEN BLOCKS 3 AND 4 IN OWSLEY'S SUBDIVISION AFORESAID AND LYING BETWEEN THE NORTH AND SOUTH LINES OF SAID BLOCKS EXTENDED (EXCEPTING THEREFROM THAT PART OF SAID SEELEY AVENUE LYING BETWEEN THE WEST 9 FEET THEREOF AND THE EAST 18 FEET THEREOF) IN COOK COUNTY, ILLINOIS.

PARCEL 6: EASEMENT CREATED BY GRANT FROM THE CITY OF CHICAGO TO DAMEN COURT ASSOCIATES DATED NOVEMBER 28, 1979 AND RECORDED AS DOCUMENT 25263133 FOR THE USE OF THE GRANTEE FOR PARKING AND PLAY AREAS IN CONJUNCTION WITH THE RE-DEVELOPMENT OF LOW AND MODERATE INCOME HOUSING ON ABUTTING PARCEL (PARCELS 1, 2, 3 AND 4), OVER THAT PART OF SEELEY AVENUE LYING BETWEEN DAMEN AND HOYNE AVENUES, ADAMS STREET AND JACKSON BOULEVARD (EXCEPTING THEREFROM THE WEST 9 FEET AND THE EAST 18 FEET OF SEELEY AVENUE), BEING MORE PARTICULARLY DESCRIBED AS ALL OF SEELEY AVENUE LYING BETWEEN BLOCKS 3 AND 4 IN OWSLEY'S SUBDIVISION AFORESAID AND LYING BETWEEN THE NORTH AND SOUTH LINES OF SAID BLOCKS EXTENDED (EXCEPTING THEREFROM THE WEST 9 FEET AND THE EAST 18 FEET THEREOF) IN COOK COUNTY, ILLINOIS.

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EXHIBIT "B" TO SECURITY AGREEMENT AND FINANCING STATEMENTS

This Exhibit "B" is attached to, incorporated by reference in, and forms a part of that certain Security Agreement and Financing Statements (collectively, the "Security Documents"), executed and delivered by the Debtor in connection with the financing of the Project (as hereinafter defined) in favor of **REILLY MORTGAGE GROUP, INC.**, a District of Columbia corporation (the "Secured Party").

This Exhibit "B" refers to the following collateral, which may be now or hereafter located on the premises of, relate to, or be used in connection with, the financing, repair, ownership, management, and operation of a certain multifamily housing rental apartment project known as "**DAMEN COURT APARTMENTS**" (the "Project"), located in Chicago, Cook County, Illinois and owned by **LASALLE BANK, NATIONAL ASSOCIATION**, not personally but as Successor Trustee under the trust agreement known as Trust No. 46077, as amended March 1, 2004. (the "Debtor"):

1. All income, rents, profits, receipts and charges from the Project.
2. All accounts including without limitation the following: Reserve Fund for Replacement, residual receipts, and special funds; ground rents, taxes, water rents, assessments and fire and other hazard-insurance premiums; accounts receivable; operating revenue; initial operating escrow; and escrow for latent defects.
3. All insurance and condemnation proceeds; and all inventories.
4. All materials now owned or hereafter acquired by the Debtor and intended for the construction, reconstruction, alteration and repair of any building, structure or improvement now or hereafter erected or placed on the property described in Exhibit "A" attached hereto (the "Property"), all of which materials shall be deemed to be included within the Project immediately upon the delivery thereof to the Project.
5. All of the walks, fences, shrubbery, driveways, fixtures, machinery, apparatus, equipment, fittings, and other goods and other personal property of every kind and description whatsoever, now owned or hereafter acquired by the Debtor and attached to or contained in and used or usable in connection with any present or future operation of the Project, including, by way of example rather than of limitation, all lighting, laundry, incinerating and power equipment; all engines, boilers, machines, motors, furnaces, compressors and transformers; all generating equipment; all pumps, tanks, ducts, conduits, wire, switches, electrical equipment and fixtures, fans and switchboards; all telephone equipment; all piping, tubing, plumbing equipment and fixtures; all heating, refrigeration, air conditioning, cooling, ventilating, sprinkling, water, power and communications equipment, systems and apparatus; all water coolers and water heaters; all fire prevention, alarm and extinguishing systems and apparatus; all cleaning equipment; all lift, elevator and escalator equipment and apparatus; all partitions, shades, blinds, awnings, screens, screen doors, storm doors, exterior and interior signs, gas fixtures, stoves, ovens, refrigerators, garbage disposals, dishwashers, cabinets, mirrors, mantles, floor coverings, carpets, rugs, draperies and other furnishings and furniture installed or to be installed or used or usable in the operation of any part of the Project or facilities erected or to be erected in or upon the Property; and every renewal or replacement thereof or articles in substitution therefor, whether or not the same are now or hereafter attached to the Property in any manner; all except for any right, title or interest therein owned by any tenant (it being agreed that all personal property owned by the

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Debtor and placed by it on the Property shall, so far as permitted by law, be deemed to be affixed to the Property, appropriated to its use, and covered by each of the Security Documents to which this Exhibit is attached).

6. All of the Debtor's right, title and interest in and to any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation (collectively, the "Awards") heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of (i) any taking of the Property or any part thereof by the exercise of the power of condemnation or eminent domain, or the police power, (ii) any change or alteration of the grade of any street, or (iii) any other injury or decrease in the value of the Property or any part thereof (including but not limited to destruction or decrease in value by fire or other casualty), all of which Awards, rights thereto and shares therein are hereby assigned to the Secured Party, who is hereby authorized to collect and receive the proceeds thereof and to give proper receipts and acquittances therefor and to apply, at its option, the net proceeds thereof, after deducting expenses of collection, as a credit upon any portion, as selected by the Secured Party, of the indebtedness secured by the Security Documents.
7. All of the Debtor's right, title and interest in and to any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same from any and all insurance policies covering the Property or any portion thereof, or any of the other property described herein.
8. The interest of the Debtor in and to all of the rents, royalties, issues, profits, revenues, income and other benefits of the Property, or arising from the use or enjoyment of all or any portion thereof, or from any lease or agreement pertaining thereto, and all right, title and interest of the Debtor in and to, and remedies under, all contract rights, accounts receivable and general intangibles arising out of or in connection with any and all leases and subleases of the Property, or any part thereof, and of the other property described herein, or any part thereof, both now in existence or hereafter entered into, together with all proceeds (cash and non-cash) thereof; and including, without limitation, all cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder.
9. All of the Debtor's rights, options, powers and privileges in and to (but not the Debtor's obligations and burdens under) any construction contract, architectural and engineering agreements and management contract pertaining to the construction, development, repair, operation, ownership, equipping and management of the Property and all of the Debtor's right, title and interest in and to (but not the Debtor's obligations and burdens under) all architectural, engineering and similar plans, specifications, drawings, reports, surveys, plats, permits and the like, contracts for construction, development, repair, operation, management and maintenance of, or provision of services to, the Property or any of the other property described herein, and all sewer taps and allocations, agreements for utilities, bonds and the like, all relating to the Property.
10. All intangible personal property, accounts, licenses, permits, instruments, contract rights, chattel paper and general intangibles of the Debtor, including but not limited to cash; accounts receivable; bank accounts; certificates of deposit; securities; promissory notes; rents; rights (if any) to amounts held in escrow; insurance proceeds; condemnation rights; deposits; judgments, liens and causes of action; warranties and guarantees.
11. The interest of the Debtor in any cash escrow fund and in any and all funds, securities, instruments, documents and other property which are at any time paid to, deposited with, under the control of, or in the possession of the Secured Party, or any of its agents, branches, affiliates, correspondents or others acting on its behalf, which rights shall be in

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addition to any right of set-off or right of lien that the Secured Party may otherwise enjoy under applicable law, regardless of whether the same arose out of or relates in any way, whether directly or indirectly, to the Project located upon the Property.

12. The interest of the Debtor in and to any and all funds created or established and held by the Trustee pursuant to any indenture of trust or similar instrument authorizing the issuance of bonds or notes for the purpose of financing the Project located upon the Property.

13. All inventory, including raw materials, components, work-in-process, finished merchandise and packing and shipping materials.

14. Any and all of the above arising or acquired by the Debtor or to which the Debtor may have a legal or beneficial interest in on the date hereof and at any time in the future.

15. Any and all of the above which may become fixtures by virtue of attachment to Property.

16. The interest of the Debtor, as lessee, in any and all of the above which may be leased by the Debtor from others.

17. All of the records and books of account now or hereafter maintained by or on behalf of the Debtor and/or its agents and employees in connection with the Project.

18. All names now or hereafter used in connection with the Project and the goodwill associated therewith.

19. Proceeds, products, returns, additions, accessions and substitutions of and to any and all of the above.

20. Any and all other Collateral of the Debtor as defined in the Uniform Commercial Code adopted in the State.